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June 09, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF A ONE-TIME ALLOCATION OF MEASURE B FUNDS TO
REIMBURSE THE PURCHASE OR UPGRADE AN ELECTRONIC PATIENT
CARE RECORD SYSTEM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval of a one-time allocation of Measure B Trauma Property Assessment funds to reimburse selected Jurisdictional Fire Departments and Emergency Ambulance Transportation Service Providers for the purchase of a new or upgrade of an existing electronic Patient Care Record System through the Emergency Medical Services Agency Prehospital Emergency Medical Care Enhancement Program.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director) to allocate \$2.43 million from Measure B Trauma Property Assessment funds in Fiscal Year 2014 – 15 to fund the Prehospital Emergency Medical Care Enhancement Program (Program).
2. Delegate authority to the Director, or his designee, to execute a Memorandum of Agreement (MOA), with each Jurisdictional Fire Department and Emergency Ambulance Transportation Service Provider (Prehospital Care Providers) identified in Attachment A, for the provision of purchasing or upgrading an electronic Patient Care Record (ePCR) System, effective upon execution for the period June 15, 2015 through June 14, 2016.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

29 OF JUNE 9, 2015

PATRICK OGAWA
ACTING EXECUTIVE OFFICER

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department of Health Services' (DHS) Emergency Medical Services (EMS) Agency serves as the lead agency for the emergency medical services system in Los Angeles County and has the responsibility of ensuring high quality patient care. To achieve this, the EMS agency analyzes prehospital data collected from Prehospital Care Providers and uses this information to improve patient care and injury prevention, as well as to make informed decisions in its emergency medical services system planning. Currently this collection and analysis of prehospital data can be delayed for a period of up to two years due to the use of paper based patient care records or outdated ePCR Systems.

Approval of the first recommendation will provide a one-time allocation of Measure B funds to Prehospital Care Providers for participating in the Program. Through this allocation, Prehospital Care Providers will receive funding, as outlined in Attachment A, for a portion of the costs incurred for the purchase of a new or upgrade of an existing ePCR System.

The Prehospital Care Providers use of new/ upgraded ePCR Systems will reduce the current delay with data collection and analysis, thus enabling EMS to receive prehospital data sooner and provide up-to-date data analysis. This is expected to result in more efficient emergency medical services system planning, and improve patient care outcomes. Use of the ePCR Systems will also ensure that Prehospital Care Providers meet the EMS Agency's electronic data submission requirement by 2016.

Approval of the second recommendation will allow the Director, or his designee, to execute MOAs (substantially similar to Exhibit I) with Prehospital Care Providers selected through a competitive process. DHS will allocate Measure B funds to the Prehospital Care Providers, as specified identified in Attachment A, to reimburse up to 50% of the initial cost for the purchase of a new or upgrade to an existing ePCR System.

Implementation of Strategic Plan Goals

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total one-time allocation of Measure B funds for the Program is \$2.43 million. Funding is included in DHS' FY 2014-15 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DHS' EMS Agency is responsible for the development and maintenance of Los Angeles County's EMS System, which includes management of prehospital care data and the trauma system.

Measure B, a ballot initiative, was passed by the voters of Los Angeles County on November 6, 2002 to provide funding for trauma and emergency services, as well as bioterrorism preparedness. Measure B funds have been identified to assist prehospital care provider agencies who participate in

the 9-1-1 system to purchase or lease necessary supplies, equipment, or materials.

CONTRACTING PROCESS

On March 4, 2015, DHS released a Request for Applications (RFA) to 35 Prehospital Care Providers to identify interested participants in the Program. The original submission deadline was March 20, 2015. On April 3, 2015, the solicitation was reopened to allow additional time for applications to be submitted with a new submission period of April 8, 2015. A total of 15 applications were received and reviewed by a team of DHS subject matter experts and all 15 applications were deemed responsive. DHS conducted negotiations with all 15 applicants which resulted in the funding recommendations in Attachment A.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the Measure B fund allocation and the related MOAs will improve patient care by expediting triage, as well as allowing for improved prehospital data collection and analysis in Los Angeles County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is written in a cursive, flowing style.

Mitchell H. Katz, M.D.

Director

MHK:jo

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

Prehospital Emergency Medical Care Enhancement Program Prehospital Provider List and Funding

<u>Provider Name</u>	<u>Participant Maximum Obligation</u>	<u>County Maximum Obligation</u>
Arcadia Fire Department	\$ 7,450.00	\$ 7,450.00
Culver City Fire Department	55,867.50	55,867.50
City of El Segundo Fire Department	11,390.00	11,390.00
Glendale Fire Department	32,377.78	32,377.78
La Verne Fire Department	8,937.50	8,937.50
Los Angeles County Fire Department	1,814,000.00	1,814,000.00
Manhattan Beach Fire Department	15,707.29	15,707.29
Montebello Fire Department	24,652.50	24,652.50
Monterey Park Fire Department	3,944.52	3,944.52
Redondo Beach Fire Department	21,135.00	21,135.00
Santa Monica Fire Department	87,500.00	87,500.00
Sierra Madre Fire Department	20,017.00	20,017.00
Care Ambulance Service	170,492.64	170,492.64
Schaefer Ambulance Service	78,440.00	78,440.00
West Med McCormick Ambulance Service	<u>69,225.00</u>	<u>69,225.00</u>
	\$ 2,421,136.73	\$ 2,421,136.73

Agreement No. _____

MEMORANDUM OF AGREEMENT

PREHOSPITAL EMERGENCY MEDICAL CARE
ENHANCEMENT PROGRAM

THIS MEMORANDUM OF AGREEMENT (hereafter "MOA") is made and entered
into this _____ day of _____, 2015,

By and between

COUNTY OF LOS ANGELES
(hereafter "County")

And

(hereafter "Provider").

WHEREAS, pursuant to the Act, County has designated its Department of Health Services as the local EMS Agency, and

WHEREAS, pursuant to the authority granted under the Emergency Medical Services and Prehospital Emergency Medical Care Personnel Act (Health and Safety Code, Sections 1797.218, et seq., hereinafter referred to as Act), the County has established and maintains, through the County's Department of Health Services' (DHS) Emergency Medical Services Agency (EMS Agency), an advanced life support (ALS) system for providing Emergency Paramedic Transportation Services; and

WHEREAS, under the California Health and Safety (H&S) Code, Division 2.5, Chapter 4, Article 1, Section 1797.204 the local EMS Agency shall plan, implement, and evaluate an emergency medical services system, in accordance with the provisions of this part, consisting of an organized pattern of readiness and response services based on public and private agreements and operational procedures; and

WHEREAS, under Title 22, California Code of Regulations (CCR), Division 9, Chapter 3, Article 5, Section 100128 (a) (5) (A)–(E) requires the EMS Agency and EMS provider to have written policies and procedures for initiating, completing, reviewing, and retaining patient care records; and

WHEREAS, under Title 22, CCR, Division 9, Chapter 4, Article 7, Section 100170 (a) (6) (A)–(B) requires the EMS Medical Director and EMS provider to have written policies and procedures for the initiation, completion, review, evaluation, and retention of a patient care record; and

WHEREAS, Provider is a Jurisdictional Fire Department or Emergency Ambulance Transportation Service Provider and has been selected through the Prehospital Emergency Medical Care Enhancement Program (Program) Request for Application process; and

WHEREAS, the parties agree that the MOA, as applicable, does not qualify as or affect in any manner the Providers' California H&S Code Sections 1797.201 or 1797.224 standing, and that this MOA is solely for the purpose of establishing terms and conditions of reimbursement by County to Provider for the purchase of a new or upgrade of an existing electronic Patient Care Record (ePCR) System, and does not impact any of the Provider's present or future rights under California H&S Code Sections 1797.201 and/or 1797.224.

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SCOPE

- 1.1** Provider shall purchase a new or upgrade an existing ePCR System to assist in the identification and facilitation of the delivery, maintenance, and improvement of prehospital care in order to meet the delivery of Emergency Medical Care to the sick and injured at the scene of an emergency within the County, efficiently and appropriately.
- 1.2** Provider shall be responsible for the selection and procurement of a vendor for the ePCR system that is in compliance with the EMS Agency's Policy Nos. 602, 606, and 607, Confidentiality of Patient Information, Documentation of Prehospital Care, and Electronic Submission of Prehospital Data, respectively.
- 1.3** Provider shall purchase a new or upgrade an existing ePCR System(s) within twelve (12) months after execution of this Agreement to receive reimbursement by County.
- 1.4** Provider shall be responsible for maintaining the ePCR System purchased through this MOA after completion of the Program.
- 1.5** Provider agrees to utilize the ePCR System in a manner consistent with standards, policies, and procedures of the EMS Agency. Provider agrees that in such utilization it shall provide prehospital care as needed without regard to a person's ability to pay.

2.0 TERM

- 2.1** The term of this MOA shall be one year commencing after execution by the Director of Health Services (Director) or his designee, unless sooner terminated or extended, in whole or in part, as provided in this MOA.

- 2.2** In any event, this MOA may be terminated at any time by either party by giving at least thirty (30) calendar days advance written notice to the other party.

3.0 PAYMENT AND INVOICE

Payment

- 3.1** The maximum amount that the County shall reimburse Provider for the purchase of a new or upgraded of an existing ePCR System shall not exceed \$X,XXX,XXX.
- 3.2** County shall not reimburse Provider for the purchase of an ePCR System if Provider has already received funding from a grant or any other third party source to offset the cost of ePCR System(s).

Invoices

- 3.3** Provider shall submit two (2) copies of invoice(s) with vendor proof of payment to the County that reflects and provides details, as identified in Exhibit I for the purchase of a new or upgrade of an existing ePCR System. Invoice(s) and proof of vendor payment shall be forwarded to County within thirty (30) days after payment to ePCR vendor to the following address:

Department of Health Services
Emergency Medical Services Agency
10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670

Attn: Kay Fruhwirth, County's Project Director

County Approval of Invoices

All invoices submitted by the Provider for payment must have the written approval of the County's Project Director prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval.

County shall reimburse Provider within ninety (90) days of receipt of complete and correct invoice(s) from Provider for the purchase of a new or upgrade of an existing ePCR System.

4.0 COUNTY ADMINISTRATION

The Director shall have the authority to administer this MOA on behalf of the County. Director retains professional and administrative responsibility for the services rendered under this MOA. County's Project Director:

Kay Fruhwirth, County's Project Director
Department of Health Services
Emergency Medical Services Agency
10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670
Telephone: (562) 347-1602
kfruhwirth@dhs.lacounty.gov

The County shall notify the Provider in writing of any change in the name.

4.1 County's Project Director

Responsibilities of the County Project Director include:

- ensuring that the objectives of this MOA are met; and
- providing direction to the Provider in the areas relating to County policy, information requirements, and procedural requirements.

5.0 PROVIDER ADMINISTRATION

Provider's Project Manager

5.1.1 The Provider's Project Manager:

The Provider shall notify the County in writing of any change in the name or address of the Provider's Project Manager.

The Provider's Project Manager shall be responsible for the Provider's day-to-day activities as related to this MOA and shall coordinate with County's Project Manager on a regular basis.

6.0 GOVERNING LAW, JURISDICTION, AND VENUE

This MOA shall be governed by, and construed in accordance with, the laws of the State of California. The Provider agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOA and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

7.0 INDEPENDENT PROVIDER STATUS

- 7.1** This MOA is by and between the County and the Provider and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Provider. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 7.2** The Provider shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this MOA all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Provider.
- 7.3** The Provider understands and agrees that all persons performing work pursuant to this MOA are, for purposes of Workers' Compensation liability, solely employees of the Provider and not employees of the County. The Provider shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Provider pursuant to this MOA.

8.0 INDEMNIFICATION

Provider shall indemnify, defend and hold harmless the other, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Provider's acts and/or omissions arising from and/or relating to this MOA.

9.0 NOTICES

All notices or demands required or permitted to be given or made under this MOA shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Paragraph 5.0 and copies to:

Kathy Hanks, CPM, Director
Contracts and Grants Division
313 North Figueroa Street, 6th Floor East
Los Angeles, California 90012

Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this MOA to be executed by the County's Director of Health Services and Provider has caused this MOA to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director of Health Services

PROVIDER

By _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
Mark J. Saladino
County Counsel

By _____
Lillian Russell, Deputy County Counsel